

# **EXHIBIT 5**

October 3, 2022

**VIA FEDEX**

SA Hospital Real Estate Holdings, LLC  
3933 South Broadway  
St. Louis, MO 63118  
Attn: Jeffrey Alholm  
Lawrence Feigen

With a copy to:

Frankel, Rubin, Klein, Payne & Pudlowski, P.C.  
231 South Bemiston Avenue, Suite 1111  
Clayton, MO 63105  
Attn: Mayer Klein

Frank Saidara  
10601 Ashton Avenue, Suite 101  
Los Angeles, CA 90024

Re: **Notice of Default and Reservation of Rights**

To Whom It May Concern:

Reference is hereby made to that certain ground lease entered into between Twain GL XXV, LLC, as ground lessor ("Landlord"), and SA Hospital Real Estate Holdings, LLC, as ground lessee ("Tenant"), dated as of December 29, 2021 (as amended or otherwise modified from time to time, the "Ground Lease"). Unless otherwise defined in this letter, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Ground Lease.

This letter provides you with written notice that Tenant is in default under the terms of the Ground Lease. Specifically, (i) Tenant has caused an unreasonable delay in the construction of the Work, such that, in Landlord's judgment, the Work may not be completed on or before the Completion Date (the "Construction Delay"), and (ii) Tenant made a material misrepresentation in the Written Request for Disbursement No. 2 dated as of February 23, 2022 that "the loans and Work current sources and uses are consistent with the Budget" (the "Material Misrepresentation"). The Construction Delay is a default and breach under Section 11.03(g) of the Ground Lease and the Material Misrepresentation is a default and breach under the Ground Lease (collectively, the Construction Delay and Material Misrepresentation are referred to herein as the "Specified Default"). In addition, Tenant failed to provide its financial statements for (i) 2021 year-end and (ii) the first and second quarters of 2022, as required by Section 13.18 of the Ground Lease. The occurrence of the Specified Default entitles Landlord to exercise certain rights and remedies as more specifically set forth in the Ground Lease.

7700 Forsyth Blvd, Suite 1100, St. Louis, MO 63105

Landlord hereby expressly reserves any and all of the rights, powers, privileges, and remedies available to Landlord under the Ground Lease and applicable law, in each case, that have arisen or may arise as a result of the Specified Default. Landlord also reserves its rights and remedies with respect to any other agreements under which the occurrence of the Specified Default automatically becomes a default under, or results in the maturity or acceleration of, such agreement. No delay by Landlord in acting shall constitute a requirement to make additional disbursements under the Ground Lease or a waiver of the Specified Default or Landlord's rights in connection therewith. The occurrence and continuation of the Specified Default may result in Landlord incurring attorney's fees and other costs of collection for which Tenant may be liable.

Please be advised that the acceptance by Landlord of any further payments to the extent they do not represent timely or full payment of all amounts then due under the Ground Lease, including all accrued and unpaid Rent, late fees, attorneys' fees, or other reimbursable expenses, shall not constitute a waiver by Landlord of any default or breach which may exist under the Ground Lease, including without limitation, the Specified Default.

Landlord hereby notifies Tenant that at no time shall any prior or subsequent course of conduct by Tenant or Landlord directly or indirectly limit, impair, or otherwise adversely affect any of Landlord's rights, interests, or remedies in connection with the Ground Lease or obligate Landlord to agree to, or to negotiate or consider an agreement to, any waiver of any obligation, default or event of default by Tenant under the Ground Lease or any amendment to any term or condition of the Ground Lease.

If you have any questions concerning this notice, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

**Stinson LLP**



Robert Faulkner